

## BUILDINGS AND ROADS BRANCH

The 20th January, 1971

No. SE/Ambala/PWD/B&R/113-R.—Whereas it appears to the Governor of Haryana that land is likely to be required to be taken by Government, at public expenses, for a public purpose, namely, for constructing a link road from K. M. 63 (Saharanpur-Kurukshetra) road to village Gadli in Karnal District, it is hereby notified that the land in the locality described below is likely to be acquired for the above purpose.

This notification is made under the provision of section 4 of the Land Acquisition Act, 1894, to all whom it may concern.

In exercise of the powers conferred by the aforesaid section, the Governor of Haryana is pleased to authorise the officers for the time being engaged in the undertaking with their servants and workmen to enter upon and survey any land in the locality and do all other acts required or permitted by that section.

Any person interested who has any objection to the acquisition of any land in the locality may within thirty days of the publication of this notification file an objection in writing before the Land Acquisition Collector, P. W. D., B. & R, Haryana Ambala Cantt.

## SPECIFICATION

District	Tehsil	Village	Area in Acres	Description
Karnal	Thanesar	Niwarsi	1.35	As demarcated at site
Do	Do	Bharain	7.88	
Do	Do	Dudda	4.606	
Do	Do	Duddi	2.71	
Do	Do	Gadli	3.064	

(Sd.) . . . . .

Superintending Engineer,  
Ambala Circle.

## CORRIGENDA

In the HARYANA GOVERNMENT GAZETTE, dated October 13, 1970, Part I, Page 866, Notification No. 4365/Project/1172/67, dated 6th October, 1970, third line, please read the figures as 1,25,500 instead of 12,5000.

In the HARYANA GOVERNMENT GAZETTE dated October 20, 1970, Part I, Page 883, Notification No. 4331/Project/1172/67, dated 9th October, 1970 below specification, under Boundaries, third line please read 67/2 instead of 67/3.

## LABOUR DEPARTMENT

The 28th January, 1971

No. 814-1Lab-70/3096.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Haryana, Rohtak, in respect of the dispute between the workman and the management of Messrs Bharat Carpets Ltd., Faridabad.

BEFORE SHRI P. N. THUKRAL, PRESIDING OFFICER, LABOUR COURT,  
HARYANA, ROHTAK

Reference No. 147 of 1970

between

SHRI KISHAN CHAND TANEJA, WORKMAN, SON OF SHRI B. R. TANEJA,  
HOUSE NO. 3A/38, N. I. T., FARIDABAD AND THE MANAGEMENT OF  
MESSRS BHARAT CARPETS LTD., FARIDABAD

Present—

Shri Darshan Singh, for the workman.

Shri D. C. Chacha, for the management.

## AWARD

Shri Kishan Chand Taneja was in the service of M/s. Bharat Carpets Ltd., Faridabad. He complains that he had gone on sanctioned leave from 24th March, 1970 to 31st March, 1970 to Mathura where he fell ill on account of Typhoid and submitted a medical certificate in support of further leave on medical grounds from 1st April, 1970 for a period of 25 days. It is stated that when he got well and reported for duty, he was told that his services had been terminated with effect from 8th April, 1970. The workman is aggrieved by reason of the termination of his services and this gave rise to an industrial dispute. Accordingly the Governor of Haryana, in exercise of the powers conferred by clause (c) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Court,—*vide* Gazette Notification No. ID FD/166-D/26058, dated 31st August, 1970 :—

“Whether the termination of services of Shri Kishan Chand Taneja was justified and in order? If not; to what relief is he entitled?”

On receipt of the reference usual notices were issued to the parties in response to which a statement of claim was filed on behalf of the workman and the management filed their written statement. The only issue which arose from the pleadings of the parties was precisely the same as in the order of reference. The parties were, therefore, directed to produce their evidence. Shri R. L. Gupta, Manager of the respondent concern appeared as a witness on behalf of the management and the workman Shri Kishan Chand appeared as a witness in support of his case. No other evidence was produced. I have heard the learned representative of the parties at length and in my opinion it is not satisfactorily established that the workman was actually ill from 1st April, 1970 onwards. It is no doubt true that the workman submitted a medical certificate copy Ex. M. 4 in proof of the fact that he was suffering from typhoid. The management duly received this certificate but immediately wrote back that the certificate had not been issued by the competent medical authority and that according to the rules the medical certificate should be got accepted by the B. S. I. Authorities. The workman did not give any address when he submitted his medical certificate and the management sent a registered letter to his home address which was received back undelivered. According to clause (e) of rule 5 of the Certified Standing Orders of the respondent company it is an essential for an employee to send a medical certificate from B. S. I. Doctor or Government Dispensary or Hospital or get the certificate accepted by the B. S. I. authority. The workman should have known the rules and should have submitted a medical certificate after having got it accepted by the B. S. I. Authorities. It appears that the workman just did not bother to comply with the rules and he thought that a mere medical certificate from any Doctor would serve the purpose. Even the Doctor who has given the medical certificate has not been produced to prove his certificate. Thus we have only the oral testimony of the workman that he was ill. The medical certificate is not even duly proved.

The learned representative of the workman has drawn my attention to clause (f) of rule 5 of the Certified Standing Orders of the respondent company and has submitted that if a workman remains absent from duty without leave then the management is competent to take a disciplinary action against him and since the management have not taken any disciplinary action against the workman, therefore, the termination of his services is not justified. In reply the learned representative of the management has relied upon clause (g) of rule 14 and submits that under this clause if a workman remains absent from service without permission for a continuous period of 8 days or over-stays sanctioned leave for a period of 8 days or who abandons his work or leaves it without information and intimation and is not heard of for a period of 8 days he shall be deemed to have resigned and his name shall be struck off the rolls of the establishment without any reference to him. It is submitted that since the workman in the present case had over-stayed his leave without sanction or proper medical certificate, therefore, under this clause he is deemed to have resigned from service.

The learned representative of the management has further drawn my attention to the terms of the letter of appointment Ex. M. 1 which show that the claimant was appointed as a trainee with effect from 30th May, 1969 for a period of one year. Clause 3 of the letter of appointment provides that on the expiry of the period of training it was open to the management to offer him a suitable job on his application and if the workman is kept in service it would be considered as a fresh appointment. It is submitted that even if it is held that the action of the management is technically defective because no disciplinary proceedings were initiated against the workman for remaining absent without leave still he would not be entitled to any relief because under the circumstances explained above he could not continue in service beyond 30th May, 1969 unless a fresh appointment was offered to him. In my opinion, the submission of the learned representative of the management is correct.

I am further of the opinion that the omission on the part of the management to initiate disciplinary proceedings is not fatal in this case because the parties have produced evidence on merits and I have come to the conclusion that the workman has not satisfactorily proved that he was actually ill from 1st April, 1970 to 25th April, 1970 as stated by him. I am, therefore, of the opinion that the termination of his services is justified and he is not entitled to any relief. I give my award accordingly. No order as to costs.

Dated the 19th January, 1971.

P. N. THUKRAL,  
Presiding Officer,  
Labour Court, Haryana,  
Rohtak.

No. 159, dated Rohtak, the 20th January, 1971

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment, Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

P. N. THUKRAL,  
Presiding Officer,  
Labour Court, Haryana,  
Rohtak.

The 5th February, 1971

No. 1166-ILab-70/3769.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Haryana, Rohtak, in respect of the dispute between the workman and the management of M/s Dhanda Engineers (P) Ltd., Faridabad.

BEFORE SHRI P.N. THUKRAL, PRESIDING OFFICER, LABOUR COURT, HARYANA ROHTAK

Reference No. 12 of 1970

between

Shri Bundoo Khan workman through General Secretary, General Engineering Mazdoor Union, Faridabad and the management of M/s Dhanda Engineers (P) Ltd., Faridabad.

Present—

Shri Amar Singh, for the workman.  
Shri D.C. Bhardwaj for the management.

#### AWARD

Shri Bundoo Khan was working as a helper in M/s Dhanda Engineers (P) Ltd., Faridabad. His services were terminated and this gave rise to an industrial dispute. Accordingly the Governor of Haryana, in exercise of the powers conferred by clause (c) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Court *vide* Gazette Notification No. ID,FD/214-A/21928, dated 20th July, 1970:—

Whether the termination of services of Shri Bundoo Khan was justified and in order? If not; to what relief is he entitled?

On receipt of the reference usual notices were issued to the parties in response to which a statement of claim was filed on behalf of the workman and the management filed their written statement. The contention of the workman is that he was appointed as a helper on 28th April, 1969, that his work was quite satisfactory during the period of his service and he was a permanent employee as per clause 4 (ii) of the Certified Standing Orders. It is stated that the services of the workman were terminated illegally without giving him any charge sheet or holding any enquiry. It is stated that the workman has been victimised on account of his trade union activities.

The stand taken up by the management is that Shri Bundoo Khan was appointed as a helper on 28th April, 1969 on probation and his services were terminated on 9th December, 1969 because he could not given good performance to the satisfaction of the management. It is denied that the management contravened any provisions of the Certified Standing Orders. My learned predecessor framed the following issues which arose from the pleadings of the parties:—

- (1) Whether the workman Shri Bundoo Khan was appointed as a helper on probation and his services were liable for termination without notice as per Certified Standing Orders?
- (2) Whether the termination of services of Shri Bundoo Khan was justified and in order? If not, to what relief is he entitled?

*Issue No. 1.*—The management produced their Personnel Officer Shri V.N. Yadav and he has proved letter of appointment marked Exhibit M.2. According to the letter of appointment the workman was appointed as a helper on probation for a period of 240 days. According to the evidence of the workman Shri Bundoo an no letter of appointment was given to him. The management have also filed a copy of their Certified Standing Orders which are marked Ex. M.4. Clause (II) of rule IV defines a probationer as under—

“A ‘Probationer’ is one who is provisionally employed otherwise than as a temporary or casual employee and has not completed the satisfactory service of 6 months extendable by a further period upto three months without break from the start of his probationary period. A probationer during

the period of his probation may be dismissed entirely at the discretion of the company without notice and compensation. On the satisfactory completion of the probationary period, appointment as a permanent workman will follow, if found fit medically."

Even the evidence of Shri Yadav is believed that the workman was given the letter of appointment, Exhibit M.2. It will have to be held that the period of probation as provided in the letter of appointment contravenes the provisions of Certified Standing Orders under which a period of probation can not exceed 6 months. The management have only a right to extend the period of probation by another 3 months if they wish to watch the work of their employee farther. It is common ground that the services of the workman were not terminated after the expiry of the period of 6 months and the question for determination is what is the effect if the management choose to give a letter of appointment laying down that the period of probation should be 240 days. In my opinion then is only a technical breach of the provisions of Certified Standing Orders if the management provide that the period of probation shall be 240 days instead of saying that the period of probation shall be 6 months extendable by another 3 months. In either case the management have a right to watch the work for a period of 9 months. I, therefore, find this issue in favour of the workman.

*Issue No. 2.*—Even if it is held that the condition in the letter of appointment that the workman would be on probation for a period of 240 days is illegal still there are a number of authorities to the effect that a workman appointed on probation does not automatically become permanent after the lapse of the period of probation. In this case I found that a fair trial has been given to the workman and according to the evidence of Shri A.S. Jasuja, Works Manager, the work of Shri Bindoo Khan was not found satisfactory. Shri Jasuja, says that Shri Bindoo Khan was slow in his work. In my opinion there is no reason to disbelieve the evidence of the Works Manager. Although in the statement of claim it is alleged that the workman was victimised due to his trade union activities, there is not a word in the evidence of Shri Bindoo Khan that he was an active trade unionist and the management were annoyed with him on this account and, therefore, terminated his services. I accordingly find this issue also in favour of the management.

In view of my findings above I hold that the termination of the services of Shri Bindoo Khan was justified and in order and he is not entitled to any relief. I give my award accordingly. No order as to costs.

Dated 25th January, 1971

P. N. THUKRAL,  
Presiding Officer,  
Labour Court, Haryana,  
Rohtak.

No. 211, dated, Rohtak, the 27th January, 1971.

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employee ID parts, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

P. N. THUKRAL,  
Presiding Officer,  
Labour Court, Haryana,  
Rohtak

No. 1170-ILab-70/3771.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following order of the Presiding Officer, Industrial Tribunal, Haryana, Faridabad, in respect of the dispute between the workman and the management of M/s Technological Institute of Textile Mills, Bhiwani :—

**BEFORE SHRI O. P. SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL,  
HARYANA, FARIDABAD**

**Application No. 18 of 1970**

**UNDER SECTION 33-A OF THE I. D. ACT, 1947**

*between*

**SHRI ROSHAN LAL, WORKMAN AND THE MANAGEMENT OF M/S TECHNOLOGICAL  
INSTITUTE OF TEXTILE MILLS, BHIWANI**

*Present:—*

Shri Bal Krishan, with Shri Roshan Lal, concerned workman.

Shri B. R. Ghai and Shri N. M. Jain, for the management.

## AWARD

Shri Roshan Lal, workman, in the Dyeing and Printing Department of M/s T.I.T. Mills, Bhiwani, has brought this application under section 33 of the Industrial Disputes Act, 1947, with the following allegations :—

- (1) That he was working in the Dyeing and Printing Department of M/s T.I.T. Mills, Bhiwani, and had proceeded on leave from 18th August, 1970 to 27th August, 1970.
- (2) That he reported for duty on 28th August, 1970, after the expiry of the said leave but he was refused employment by verbal orders of the Factory Manager.
- (3) That as the workman of the said Industrial establishment had raised certain demands and the dispute had been referred by the Government for adjudication to this Tribunal and registered as Reference No. 51 of 1969 which was still pending, the management was not competent to refuse his employment.
- (4) That the impugned verbal order of the management was tantamount to the alternation of the conditions of his service which was not permissible under law. With the above averments in brief Shri Roshan Lal prayed for his reinstatement with retrospective effect.
- (5) The management has contested the application mainly on two grounds :—
  - (i) That Shri Roshan Lal being merely a Badli Worker had no legal right to permanent or regular employment.
  - (ii) That, as a matter of fact, he had absented himself from duty after availing the leave from 18th August, 1970 to 27th August, 1970 and the management had never refused him employment.

On the above pleadings of the parties my learned predecessor framed the following two issues in the case :—

- (1) Whether the applicant was working as a Badli (Substitute workman)?
- (2) Whether the applicant became absent after the expiry of the period of his leave from 18th August, 1970 to 27th August, 1970, If so, what is its effect?

The workman concerned has made his own statement and referred to certain letters addressed by him to the management marked as Ex. W. W. 1/1 to W. W. 1/9. According to him he had reported himself for duty in the Dyeing Department after the expiry of his aforesaid leave on 28th August, 1970, but the Supervisor of the Department concerned had not allowed him to attend to his work allegedly under the verbal orders of the Factory Manager.

On the other hand, two witnesses have been examined on behalf of the management, namely, Shri N. M. Jain, Factory Manager, M. W. 1 and Shri Surinder Kumar, Supervisor, Dyeing and Printing Department, M. W. 2. Both the witnesses have deposed that Shri Roshan Lal had not turned up to attend to his work in the said department on 28th August, 1970 and that neither any order has been issued by the Factory Manager to refuse him employment on that day or thereafter nor had any such orders been ever conveyed to him. The witness has, further however, stated that Shri Roshan Lal had been irregular in his attendance from the very beginning and a chart of his attendance record from 1964 to 1970 has been produced which is marked Ex. M. W. 1/1.

The case has been argued on both sides and I have fully considered the facts on record.

Shri Roshan Lal did not disclose in his application the nature of his employment but coming into the witness box as W. W. 1 he has admitted in clear and unambiguous words that he was only a badli worker as pleaded by the management. Now, a badli worker by the very nature of his appointment is entitled to work only as a substitute for another worker on the muster rolls of the industrial establishment concerned when the vacancy occurs.

In the instant case, however, there is no dispute with regard to the above proposition of law. Shri Roshan Lal is admittedly a Badli worker and his right to work as such has not been disputed by the management. In the circumstances it is difficult to see how the management had effected any alternation in the conditions of service of this workman.

The main question for determination in the case is whether Shri Roshan Lal had himself chosen not to attend his work after the expiry of his aforesaid leave from 18th August, 1970 to 27th August, 1970, or the management had refused him employment when he had reported himself for duty on 28th August, 1970. There

In the statement on oath of Shri N. M. Jain, that this workman had absented him self from duty from 28th August, 1970, onwards, and that he had come to work in the factory only on 23rd October, 1970, when he was provided with work. His statement finds further support in the testimony of Shri Surinder Kumar, M. W. 2 who was then working as Supervisor in the Dyeing and Printing Department.

There is another aspect of the case which deserves consideration here. In the past also this worker is known to have been rather irregular in his attendance as would be clear from the perusal of the chart of his attendance card E. W-1 and W-2 proved by Shri N. M. Jain, M. W. 1. Nothing worth consideration has been urged on behalf of the workman to challenge the authenticity of the correctness of the said record and that being so it has to be believed as correct. No other workman of the Dyeing and Printing Department has been examined in the case to corroborate the claim of Shri Roshan Lal that he had reported for duty on 28th August, 1970.

Shri Roshan Lal being thus proved to be a habitual and wilful absentee, the management cannot be held responsible for having refused employment to him on any day during the period in question. He has already been taken on work by the management on 23rd October, 1970, as already observed. He is not entitled to any other relief in the case nor has any been claimed by him.

For the reasons given above, both the issues are held against the workman and in favour of the management and his application is consequently dismissed without, however, making any order as to costs.

**O. P. SHARMA,**

Presiding Officer,  
Industrial Tribunal, Haryana,  
Faridabad.

Dated 29th January, 1971

No. 122, Dated, the 29th January, 1971

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

**O. P. SHARMA,**

Presiding Officer,  
Industrial Tribunal, Haryana,  
Faridabad.

Dated 29th January, 1971

No. 1173-ILab-71/3775.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Haryana, Faridabad, in respect of the dispute between the workmen and the management of M/s Bhupendra Cement Works, Surajpur :—

**BEFORE SHRI O.P. SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL,  
HARYANA, FARIDABAD**

Reference No. 124 of 1970

between

**THE WORKMEN AND THE MANAGEMENT OF M/S BHUPENDRA CEMENT WORKS,  
SURAJPUR**

Present :—

Shri Malik Ram Khanna and Shri Abhey Singh, for the Bhupendra Cement Workers Union.

Shri B.N. Kak, Personnel Officer, for the management.

#### AWARD

The workmen of M/s Bhupendra Cement Works, Surajpur, raised certain demands regarding their gratuity, Heat Allowance and other conditions of work which were not conceded by the management. This gave rise to an industrial dispute.

The Governor of Haryana, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal,—vide order No. ID L. B. 77-D-70/26030, dated 31st August, 1970 :

- (1) Whether Surajshri Daulat Ram, Gurbax Singh, Pritam Singh, Dulel Singh and Hazura Singh should be transferred back from General Shift to the shift working. If so, with what details?

2. Whether the workers mentioned in Annexure 'A' should be fixed in the higher posts against which they are actually working and paid wages accordingly. If so ; with what details and from which date ?
3. Whether the workers working in the Flaxo Section of the factory should be given heat allowance If so ; with what details ?
4. Whether the workers mentioned in Annexure 'B' should be treated as semi-skilled and placed in 'D' grade. If so ; with what details and from which date ?

It is, however, not necessary to go into the merits of the case as an amicable settlement has been arrived at between the parties as per terms and conditions given in Ex. M-1. Their statements have been recorded.

I have considered the terms and conditions of the above settlement made by the parties which appear to be fair and reasonable. I accordingly give my award in the case in these terms which are detailed below item-wise.

#### Issues :

#### Settlement

1. Whether Sarvshri Daulat Ram, Gurbax Singh, Pritam Singh, Dalal Singh and Hazura Singh should be transferred back from general shift to shift working ? If so, with what details ?
  2. Whether the workers mentioned in Annexure 'A' should be fixed in the higher posts against which they are actually working and paid wages accordingly. If so, with what details and from which date ?
1. Since workmen are liable to be transferred from one shift to another depending upon the exigencies of work, the Union does not press this demand.
  2. The Company agrees to promote Shri Sangat Singh T.No. 1151 at serial No. 5 of Annexure 'A' as Mali, in 'D' grade with effect from 1st December, 1970. The union agrees not to press their demand in respect of Serial Nos. 1, 2, 3 and 4 of Annexure 'A'.
    - (b) The Company agrees to promote Shri Subba, T.No. 1070, under Serial No. 8 of Annexure 'A', as Chaprasi, 'D' grade, with effect from 1st December, 1970.
    - (c) The Company also agrees to re-designate Shri Tej Ram, T.No. 1055, at Serial No. 10 of Annexure 'A' as Ward Boy in 'E' Grade in the Hospital as he is working as such. The Union agrees not to press their demand for Serial Nos. 6, 7, 9 and 11 of Annexure 'A'.
    - (d) The Company agrees to promote Shri Sukkar T. No. 487, and Shri Saroop, T. No. 483, Serial Nos. 13 & 12 respectively of Annexure 'A' as helpers, in 'D' grade, with effect from 1st December, 1970.
    - (e) Shri Karnail Singh, T. No. 1291 and Shri Bachana, T. No. 1301 at serial Nos. 16 and 18 respectively of Annexure 'A' have already been promoted as Tools keeper in 'D' Grade. The Company agrees to promote Shri Kartara, T. No. 665 and Shri Som Nath, T. No. 615 at Serial Nos. 15 and 17 of Annexure 'A', as Machinery Attendant and Packer respectively, in 'D' grade, with effect from 1st December, 1970. The Union agrees not to press their demand for serial Nos. 14.
    - (f) The Company agrees to promote Shri Bachan Singh, T. No. 708, Serial No. 19 of Annexure 'A', as Fitter in 'C' grade, subject to his passing the Trade Test, with effect from 1st December, 1970. The Union agrees not to press their demand for serial Nos. 20 and 21 of Annexure 'A' as these persons are already Stitchers in 'D' grade.
    - (g) The Company agrees to promote Shri Desa, T. No. 344, at Serial No. 24 of Annexure 'A' as Machinery Attendant, in 'D' Grade with effect from 1st December, 1970. The other Mazdoors, namely, Shri Norata, Shri Ralla and Shri Tulsi Ram, at serial Nos. 22, 23, 25 and 26 of Annexure 'A', are working as Mazdoors and the Union agrees not to press for their promotion.

3. Whether the workers working in the Fluxo section of the factory should be given heat allowance ? If so, with what details ?
3. The Company agrees to pay Heat Allowance at the rate of 10 per cent of the basic wages to Machinery Attendants working on Fluxo for the days they actually work on the Fluxo with effect from 1st November, 1970.
4. Whether the workers mentioned in Annexure 'B' should be treated as semi-skilled and placed in 'D' grade ? If so, with what details and from which date ?
4. The Company agrees to promote Shri Ronqi, T. No. 213 at Serial No. 5 of Annexure 'B' and Shri Bachan Singh, T. No. 205 at Serial No. 7 of Annexure 'B', as Machinery attendants, in 'D' grade, with effect from 1st December, 1970. The Union agrees not to press their demand for promotion in respect of serial Nos. 1, 2, 3, 4, and 6 of Annexure 'B'.
- (b) As the Company has agreed to pay Heat Allowance at the rate of 10 per cent of basic wages for the days actually worked to Machinery Attendants working in Fluxo, the union does not press their demand for promotion for higher or categorisation of workmen under Serial Nos. 8 to 12 of Annexure 'B'.
- (c) The Company agrees to promote M/s Prabhu, T. No. 730, Baroo, T. No. 727, Parsin Singh, T. No. 648, Bachan Singh, T. No. 680, Ishar T. No. 673, Ram Chander, T. No. 1464 and Sadhu Singh, T. No. 728, at Serial Nos. 15, 16, 18, 19, 21 and 22 of Annexure 'B', as Machinery Attendants in 'D' Grade with effect from 1st December, 1970. The Union agrees not to press their demand for promotion of Serial Nos. 13, 14, 24, 25, 26 and 27 of Annexure 'B'.
- (d) The Company agrees to promote M/s Ram Partap, T. No. 474 Joginder T. No. 483, Ronqi, T. No. 482, and Puran Singh, T. No. 480 at Serial Nos. 33, 37, 31 and 30 respectively of Annexure 'B', as Machinery Attendants in Grade 'D' with effect from 1st December, 1970. These Mazdoors who are to be designated as Machinery Attendants in terms of this Settlement will continue to perform the same duties as at present performed by them on days other than the 'Heat Days' when casting is not done.
- (e) The Company also agrees to pay a job allowance of 25 paise per day to Mazdoors actually working in the Foundry, on heat days only, considering their nature of work. The Union agrees not to press their claim for promotion of Serial Nos. 28, 29, 30, 33, 34, 35, 37, 38, 39, 40 and 41 of Annexure 'B'.
- (f) The workmen under Serial Nos. 43, 44, 45, 46, 47 and 48 of Annexure 'B' are working as Jam Breakers in Kiln Department and are already receiving Heat Allowance. The Union, therefore, does not press their claim in respect of these Mazdoors for promotion.

2. The Union agrees that this Settlement will remain in force for a period of three years and the Union will not raise any dispute covered by this Settlement.

The parties shall be bound by the above settlement, in the circumstances, there shall be no order as to costs.

Dated the 29th January, 1971

(Sd.) O. P. SHARMA,  
Presiding Officer,  
Industrial Tribunal, Haryana,  
Faridabad.

No. 118, dated the 29th January, 1971.

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

Dated the 29th January, 1971

(Sd.) O. P. SHARMA,  
Presiding Officer,  
Industrial Tribunal, Haryana,  
Faridabad.